

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

JUANITA GARCIA,

Plaintiff,

V.

No. 1:12-CV-00383-LH-RHS

THE CITY OF FARMINGTON,

Defendant.

**DEFENDANT’S MOTION FOR SUMMARY JUDGMENT ON  
PLAINTIFF’S BREACH OF SETTLEMENT AGREEMENT CLAIM**

Defendant, the City of Farmington (the “City”), respectfully requests that this Court, pursuant to Fed. R. Civ. P. 56, enter summary judgment in their favor as to Plaintiff’s breach of settlement agreement claim. As discussed more fully in the Defendant’s contemporaneously filed memorandum brief in support, the undisputed material facts establish that Defendants complied with the terms of the settlement agreement and there has been no material breach. Absent any breach, of course, any claim for breach of settlement agreement fails as a matter of law. Thus, dismissal of this claim is appropriate. Because of the dispositive nature of this motion, concurrence of opposing counsel was not sought.

MODRALL, SPERLING, ROEHL, HARRIS  
& SISK, P.A.

By:       /s/ *Lorena Olmos*

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WE HEREBY CERTIFY that a true and correct copy  
of the foregoing pleading was mailed to all counsel  
of record this 14<sup>th</sup> day of November, 2013.

MODRALL, SPERLING, ROEHL, HARRIS  
& SISK, P.A.

By: /s/ Lorena Olmos  
Lorena Olmos

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